

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ANGELA L. RUCKMAN,

Plaintiff,

v.

PHH MORTGAGE CORPORATION d/b/a
PHH MORTGAGE SERVICING, *et al.*,

Defendants.

: Case No.: 5:21-cv-00923-JRA

:

: Judge Bridget Meehan Brennan

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**NOTICE OF FILING OF
DEPOSITION TRANSCRIPT**

Defendant PHH Mortgage Corporation (“PHH”), by and through undersigned counsel, hereby gives Notice of Filing of the attached deposition transcript of Howard Handville, held on January 28, 2022.

Respectfully Submitted,

Dated: February 25, 2022

/s/ Sarah A. Wilson

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John R. Wirthlin

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CERTIFICATE OF SERVICE

I certify that an exact copy of the foregoing document was electronically filed and served via the ECF system on February 25, 2022.

/s/ Sarah A. Wilson
Sarah A. Wilson

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AKRON)

ANGELA L. RUCKMAN,)
)
 PLAINTIFF,)
)
VS.) CASE NO.
) 5:21-cv-00923-JRA
PHH MORTGAGE)
CORPORATION, dba PHH)
MORTGAGE SERVICING,)
et al.,)
)
 DEFENDANTS.)

- - -

REMOTE ZOOM DEPOSITION OF HOWARD HANDVILLE

DATE: January 28, 2022 at 10:00 a.m. EST

PLACE: All parties remote

REPORTER: Susan E. Ingraham, RPR

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22 ---

1 HOWARD HANDVILLE,
2 WHO, BEING FIRST DULY SWORN,
3 TESTIFIED AS FOLLOWS:
4 EXAMINATION

5 BY MR. SOLAR:

6 Q. Good morning. I am Dan Solar, I
7 am one of the attorneys for the plaintiffs in
8 this matter, Angela Ruckman.

9 Could you state your full name for
10 the record, please, and introduce yourself and
11 who you represent?

12 A. My name is Howard R. Handville and
13 I am the 30(b)(6) witness representing the
14 defendant.

15 Q. And I know you're familiar with
16 the ground rules for depositions, but just a
17 couple of preliminary things. I'm sure you're
18 aware I would like for you to wait for me to
19 finish any questions I'm asking and I will do
20 the same for your answers so that we can try to
21 keep the record as clear as possible.

22 Be sure to answer verbally rather
23 than head nods, head shakes, things of that
24 nature. If you don't understand any question
25 that I ask, let me know. I can try to rephrase

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22 ---

1 it to the best of my ability. And, you know,
2 before this can be admitted to court, you'll
3 have an opportunity to review the deposition,
4 but -- your counsel, and, you know, trust any
5 issues or mistakes that may pop up. Do you
6 have any questions on those?

7 A. No, I understand.

8 Q. All right. So you're employed by
9 PHH; correct?

10 A. I'm actually employed by Ocwen
11 Financial Corporation, the parent company of
12 PHH.

13 Q. What is your job title with -- for
14 ease of sake, I'll just refer to Ocwen and PHH
15 as PHH, as they're the named defendant, but
16 what is your job title with them?

17 A. The title is senior loan analyst.

18 Q. And what does the -- what are your
19 primary job functions? What does this position
20 entail at PHH?

21 A. I report to the law department and
22 primarily my responsibilities involve litigated
23 matters, it could be anything from research to
24 execution of response documents, or executing
25 other documents as necessary in the course of

1 servicing a loan.

2 The company has authorized us loan
3 analysts to participate, appear, and execute on
4 behalf of the various investors, and trusts,
5 and loans that are being serviced so we're the
6 guys that have to review response documents,
7 execute them accordingly. We're also tasked
8 for appearing at depositions, mediations,
9 trials, case conferences, things like that, so
10 we primarily work on the litigated side of loan
11 servicing.

12 Q. And how long have you been in this
13 position with PHH?

14 A. I started with Ocwen in August of
15 2010, as a loan analyst and then through the
16 years, I got promoted to senior.

17 Q. And prior to working with PHH,
18 what did you do?

19 A. I had various and assorted jobs.
20 I worked for ABN AMRO Mortgage as an audit
21 manager or three years prior to coming to
22 Ocwen. Before that, I was with -- as far as
23 mortgage banking, I was with a private mortgage
24 company for ten years doing loss mitigation.
25 The company was called CMA, Commonwealth

1 Mortgage Assurance Company. It's now called
2 Radian Guarantee.

3 And going all the way back to the
4 beginning, my first job in mortgage banking
5 was, I think back in 1988, I worked for a local
6 lender here in south Florida, Citizens Federal
7 Savings. And I was doing a whole bunch of
8 different things, you know, for the year I
9 worked there. Investor reporting, collections,
10 escrows, loss mit, a little bit of everything.
11 It was a small lender, so, you know, you kind
12 of had to wear a lot of hats.

13 Q. And today I'm going to break down
14 -- the first thing is exhibit, Exhibit A.

15 (Thereupon, Exhibit A was marked for
16 identification.)

17 Q. I dropped it into the chat. I
18 will share my screen in one moment.

19 So here you can see the Notice of
20 Deposition, pursuant to Federal Rules of Civil
21 Procedure 30(b)(6). Did you review this prior
22 to appearing for this deposition?

23 A. Yes.

24 Q. And you are prepared and confident
25 to testify on behalf of PHH as to the matters

1 therein subject to the agreements made with
2 your counsel about certain limitations?

3 A. I'm going to do my best.

4 Q. Thank you. So to start, I'm going
5 to pull up what will be Exhibit B.

6 (Thereupon, Exhibit B was marked for
7 identification.)

8 Q. Exhibit B, which I will share this
9 in a moment. So this is a document for PHH,
10 Bate's stamped pages 157 through 162. Mr.
11 Handville, could you identify what this
12 document appears to be forward?

13 A. Stop right there. This is a
14 letter to the borrower, it's dated August 5,
15 2020, regarding her request. It's an
16 acknowledgement that it was received and it's
17 currently being processed and it goes on to
18 talk about the process itself and the steps
19 involved.

20 Q. Thank you. So for your review of
21 PHH's records and actually -- well, I want to
22 take a step back a second because in preparing
23 for this deposition, what did you review to
24 prepare for this deposition?

25 A. The pleadings and the responses,

1 the federal complaint rather, and the responses
2 from that. I looked at the business records
3 that we have imaged, I looked at the payment
4 history, I looked at comment logs. I think I
5 looked at a couple of policies and procedures
6 that were involved in the document production.

7 I looked at a list to try to
8 identify names of different parties that were
9 in communication during a certain period of
10 time regarding the loss mitigation efforts.
11 Gosh, I looked at documents regarding
12 communications with the borrower, copies of
13 emails that we received between foreclosure
14 counsel and Ms. Ruckman.

15 I looked at receipts that I
16 believe the borrower provided regarding
17 check-free payments that she obtained from the
18 remitter. I think it was Kroger. I'm not sure
19 I'm getting the name right. And I looked at
20 the loan in the servicing platform. So I kind
21 of tried to look at as much as I could to try
22 to get up to speed on this.

23 Q. Thank you. Okay. Going back to
24 talk about Exhibit B given that, in your
25 review, as you previously acknowledged, that

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1 she had -- PHH had been in receipt of what, at
2 that point as of July 31, 2020, had been a
3 complete loss mitigation application. Had Ms.
4 Ruckman at any point in time prior to July of
5 2020, submitted a loss mitigation application
6 to PHH?

7 A. I looked and I didn't see anything
8 prior to that. I think the conversation
9 started back in June of 2020, about what steps
10 the borrower could take and I think she was in
11 communication with foreclosure counsel's office
12 at that time.

13 Q. So at no point in time prior, had
14 PHH reviewed a complete application and let her
15 know if she was going to qualify or was denied
16 for a loss mitigation?

17 A. I looked and I didn't see anything
18 indicating that they had ever received loss
19 mitigation requests from her.

20 Q. Thank you. Then I want to pull up
21 what will be Exhibit C.

22 (Thereupon, Exhibit C was marked for
23 identification.)

24 Q. This is what was produced, Bate
25 stamped documents from PHH, 167 to 181.

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1 Scrolling through this, could you identify what
2 that appears to be for the record?

3 A. Could you scroll up to the top?

4 Q. Yes.

5 A. Okay. This is a document,
6 correspondence sent to Ms. Ruckman, mailed on
7 August 12, 2020, and it's acknowledging that
8 the borrower has been approved for a mortgage
9 assistance offer regarding a trial period plan
10 with the final step being modification upon
11 completion.

12 Q. And was this trial period plan
13 approval, was that the result of reviewing her
14 complete loss mitigation application?

15 A. Yes.

16 Q. And scrolling down to Bate stamped
17 page 175, this states that -- am I correct in
18 stating that this shouldn't state that she was
19 not approved for a healthy homeowners
20 modification, was approved for a streamlined
21 modification?

22 A. Correct.

23 Q. And so were there any other
24 programs that Ms. Ruckman might have been --
25 were there any other programs besides these two

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1 that were available to Ms. Ruckman at this
2 point in time from the owner/investor of the
3 loan?

4 A. No. Well, these would be the only
5 things that we could offer on behalf of the
6 investor regarding retention of the property.
7 The other options would be like a deed in lieu
8 or a short sell, but those don't help the
9 borrower stay in the property, which was
10 apparently what she was looking for.

11 So these, other than the
12 bankruptcy filing, which we wouldn't be able to
13 assist with, this is what we were able to offer
14 at that time.

15 Q. Did you identify at this point in
16 time, in early August of 2020, who was the
17 owner/investor of the loan at that point in
18 time?

19 A. This is a Wells Fargo -- I'm
20 sorry, it's an HSBC Trust is the owner.

21 I can give you the full name, but
22 it's, you know, one of those long drawn-out
23 titles.

24 Q. Suffice it to say it was --

25 A. Securitized.

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1 Q. Securitized loan, perhaps?

2 A. Correct.

3 Q. Okay. Looking at Bate stamp page
4 181 here.

5 A. Okay.

6 Q. This discusses payment remittance
7 information.

8 A. Yes.

9 Q. Now, there are four options listed
10 here, overnight mail, regular mail, MoneyGram,
11 and Western Union. Are these the exclusive
12 means by which or through which Ms. Ruckman
13 would have been able to remit her payments
14 under this trial period plan?

15 A. That's my understanding.

16 Q. And what would happen if Ms.
17 Ruckman or a borrower generally would remit
18 funds through another means? What would PHH do
19 with that payment? Would they accept it, would
20 they reject it, what would normally happen in
21 the ordinary course of business?

22 A. In the past, I've seen payments
23 outside of these forms rejected, but based on
24 what I saw in this, they were willing to accept
25 the, I guess, it was called check-free payments

4 (Pages 10 to 13)

1 which, I guess, may fall under the personal
2 check type of a category.

3 Q. And I'm going to pull up Exhibit
4 D.

5 (Thereupon, Exhibit D was marked for
6 identification.)

7 Q. I want to make sure I have the
8 right document. Hold on.

9 I will drop this into the chat and
10 share my screen for you.

11 Let me sort this out. Hold on one
12 moment.

13 There we go. Okay. So this will
14 be what we will label as Exhibit D. Could you
15 identify what this appears to be?

16 A. This is a printout of the
17 communication log or comments from the system,
18 MSP, with notes regarding dates and contacts
19 and the substance of the contacts, inbound and
20 outbound.

21 Q. Okay. And looking down at what
22 will be Bate's stamped pages 253 and 254 here.
23 As you can see, there's a reference in a
24 servicing note here about a speed pay fee being
25 waived for a trial payment, where I'm moving

1 the cursor here.

2 A. Uh-huh.

3 Q. What does that refer to?

4 A. Speed pay refers to the borrower
5 calling in and arranging online somehow to make
6 a payment and there's usually I think, like, a
7 \$7.50 fee for that or something along those
8 lines. They waived that fee because the
9 borrower's working with PHH on the trial
10 payments.

11 Q. Okay. And going back to Exhibit
12 C, where, under the payment remittance options
13 would speed pay fall under? It doesn't really
14 seem like there's a place for them to call to
15 make a mortgage payment under these four
16 limited options.

17 A. I don't know. I don't see it
18 there. It might fall under Western Union, like
19 a MoneyGram or something like that or it might
20 be quick collect that they're considering that
21 as a speed pay. I'm not really sure.

22 Q. Okay. But we can at least agree
23 that there's not an option that's listed on --
24 I can zoom out to the full page -- there's not
25 an option listed here to say, call in and make

1 your payment, you know, via our website or via
2 speed pay on the phone anywhere on this
3 remittance information page?

4 A. Correct.

5 Q. All right. So looking at what we
6 will pull up as Exhibit E.

7 (Thereupon, Exhibit E was marked for
8 identification.)

9 Q. I will drop in chat and share my
10 screen in just a moment. This is Bate-stamped
11 document from PHH 187 through 213. Could you
12 identify, you know, forward what this document
13 is?

14 A. This document is dated 11/6/2020,
15 sent to the borrower and it says approval for
16 permanent modification. It goes on to say --

17 Q. And --

18 A. Go ahead.

19 Q. And on page 193 here, is another
20 item that says payment remittance information.
21 Between the -- if I switch back between Exhibit
22 C and Exhibit D for the payments remittance
23 information pages, do they appear to advise of
24 the same options for her to remit these
25 payments?

1 A. Yes.

2 Q. Now, this correspondence approving
3 Ms. Ruckman for a permanent modification, it
4 states that the offer would expire if there's
5 no response by November 24, 2020. That date
6 was extended for Ms. Ruckman; correct?

7 A. I believe it was after the
8 expiration date expired here.

9 Q. And with the payment remittance
10 information and with that -- the payment
11 remittance information page here, where a
12 borrower's loan's modified, you know, are these
13 purported four means to make a payment, is that
14 the case for all of the -- would that be a
15 place for all of the payments moving forward
16 under a loan that would get permanently
17 modified?

18 A. Well, these are the generally
19 accepted payment methods most people utilize,
20 mailing a check, personal check, money order,
21 certified check, overnight mail, where to send
22 it, regular mail, where to send it. Money
23 Grams, Western Union, I mean, most borrowers
24 pay in one of these four methods, so ordinarily
25 this would continue forward.

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1 Q. But it's not uncommon or I should
2 say it's not, you know, horribly rare for some
3 borrowers to remit payments via other means,
4 you know, like speed pay or, you know, through
5 PHH's website?

6 A. Correct.

7 Q. And just to clarify that point, so
8 there are methods that aren't listed on that
9 payment remittance information page. Those are
10 methods of payment that PHH would accept that
11 aren't expressly listed on that information?

12 MR. WIRTHLIN: Objection. Go ahead.

13 A. Yes.

14 Q. From your review of the records,
15 when was the acceptance date extended for the
16 permanent modification for Ms. Ruckman?

17 A. Let's see. I think that was in
18 November, late November, in communications with
19 the borrower and foreclosure counsel who was
20 reaching out to PHH to see if we could get an
21 extension. I think it was like the 24th or the
22 23rd. I'd have to go back and look at the
23 emails because my memory's not that good. But
24 I think it was at that time they agreed to
25 extend it to the end of December of '20.

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1 necessary information, it was just, you know,
2 the service through which it was sent, would
3 there be any meaningful difference to PHH being
4 able to accept those payments?

5 MR. WIRTHLIN: Objection. Go ahead.

6 A. As far as I know, no, because one
7 of the things I don't think is even listed on
8 here that would be acceptable as well would be
9 a wire transfer. Nobody's going to quibble
10 about a wire. So that's one thing that's not
11 specified on here. So, yeah, there are other
12 payment methods not delineated here, but at the
13 end of the day none of the payments were
14 rejected because of the form or methodology of
15 the payment.

16 Q. Thank you. I'm going to pull up
17 Exhibit F.

18 (Thereupon, Exhibit F was marked for
19 identification.)

20 Q. I'm dropping it in chat and I will
21 share my screen in just a moment.

22 Exhibit F is an affidavit from
23 Dianne S. Bennett that was filed in the
24 foreclosure proceeding related to Ms. Ruckman's
25 loan. Looking through down here, part of the

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1 Q. And as we've kind of mentioned
2 here, ancillary, Ms. Ruckman had remitted at
3 least one payment via speed pay, you know, per
4 the serving notes, and as you mentioned, she
5 made other payments via through Kroger known as
6 check-free pay.

7 A. Uh-huh.

8 Q. From your review of the records or
9 your knowledge as to the matter, on PHH's end
10 is there any difference in accepting a, you
11 know, money order through the check-free pay
12 system versus Western Union quick collect?

13 MR. WIRTHLIN: Objection. Go ahead.

14 A. I'm not sure I understand what
15 you're asking, is there any difference. The
16 payment methodology is different.

17 Q. But is there -- let me rephrase.

18 Looking back at the payment
19 remittance information page here on Exhibit E,
20 so looking at, you know, MoneyGram and Western
21 Union there are, you know, the receiver codes,
22 the mortgage account number.

23 A. Uh-huh.

24 Q. You know, is there, you know, if
25 the other method of payment contained all the

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1 affidavit concerned communications sent between
2 Ms. Bennett and Ms. Ruckman concerning attempts
3 at trying to -- concerning attempts at
4 modifying the loan.

5 Here at page 34, Ms. Bennett
6 emails Ms. Ruckman to talk about, you know,
7 says here what updated documents are you
8 referring to that you need to find -- if you
9 are referring to -- in the email sent
10 January 11 -- if you're referring to the
11 permanent modification previously offered, I
12 don't know if that's still even available to
13 you, your modified payment was due on
14 December 1, 2020, and the second payment was
15 due on January 1, 2021.

16 From your review of the records,
17 by this point in time in January 11, 2021,
18 hadn't Ms. Ruckman already made the December 1
19 and January 1 payments to PHH at this point?

20 A. I'd have to go back in and look at
21 the payment history. I know they got the
22 September, October, and November payment. I
23 think they did get some other payments through
24 end of January, but as of that date, they still
25 hadn't received the signed modification

6 (Pages 18 to 21)

1 agreement.

2 So if there were any other
3 payments that were remitted after that date,
4 they probably would have been rejected because
5 they didn't have it in hand and still had, you
6 know, an outstanding amount because the loan
7 hadn't been modified.

8 Q. I'm looking for one document that
9 I can't appear to find at the moment. So I
10 will introduce this Exhibit G.

11 (Thereupon, Exhibit G was marked for
12 identification.)

13 Q. I will share it here. This is --
14 this may help refresh your memory -- this is an
15 email from Ms. Bennett to Ms. Ruckman again,
16 dated March 23, 2021, and it provides here,
17 "Angela, below is a breakdown of your payments
18 received." And it shows, it lists two payments
19 here, that's where December 3, 2020, and
20 received January 5, 2021.

21 A. I see it.

22 Q. So from your recollection, does
23 that appear to be accurate and that PHH had
24 received those payments on those dates?

25 A. PHH had received and applied those

1 payments on that date, correct.

2 Q. Okay. So as of the January 5th
3 date, at that point in time, PHH was claiming
4 that Ms. Ruckman had failed to return the
5 executed permanent modification; correct?

6 A. Yes.

7 Q. If she had done that and Ms.
8 Ruckman failed to return the modification
9 paperwork on time, why would PHH then accept
10 the January 5 payment if the modification would
11 have been already five days past due at that
12 point?

13 A. I don't know for sure, but in
14 looking at all the notes and the efforts
15 involved by everybody, I think they were
16 continuing to try to work with the borrower to
17 get the loan caught up and get the documents
18 executed. I mean, 12/5 from 12/31, you're only
19 looking at a couple of business days with the
20 holidays in there, weekends and whatnot.

21 Q. So, I guess, that begs the
22 question, is just commonly as a matter of
23 course, if a borrower does not return, you
24 know, the modification, you know, there's an
25 issue with the paperwork and it doesn't reach

1 PHH on time, but they continue to make the
2 payments, what does PHH typically do in that
3 situation?

4 MR. WIRTHLIN: Objection. Go ahead.

5 A. It's probably going to vary from
6 case to case depending on what the efforts are
7 and what communications have been involved
8 with. There was extensive communications going
9 on here so, obviously, all parties concerned
10 were trying to work through the resolution
11 issues.

12 Essentially, what ends up
13 happening in most cases, based on my
14 experience, is at some point in time -- and
15 this is per RESPA and various other assorted
16 regs -- when you get a completed application,
17 you acknowledge it in writing, you make the
18 offer in writing, you have to set deadlines, it
19 can't be completely open-ended.

20 And so at that point in time it's
21 been approved subject to performance, execution
22 of the documents, timely remittance of
23 payments, all those other pieces of that
24 puzzle. Sooner or later, you have to get to a
25 point where you have to decision the

1 resolution.

2 In this case, from my looking at
3 it, the borrower had already been given an
4 extension through the end of December and was
5 in communication with everybody about it, and
6 they got that payment at the beginning of the
7 year while they were still trying to work
8 through these things. But after the
9 communications, PHH still hadn't received it,
10 so they ended up sending a denial letter mid
11 January of 2021, basically because we never
12 received an executed copy of the modification.

13 We can't modify a loan without
14 having, obviously, the borrower's written
15 authority to do so. So that's why it was
16 denied. And once it gets denied, there's no
17 longer any modification or trial payment plan
18 that's been accepted.

19 Q. Looking back at Exhibit F in the
20 emails between Ms. Ruckman and Ms. Bennett, the
21 Monday, January 11 email as indicated before
22 starts off with Ms. Bennett asking Ms. Ruckman
23 what updated documents are you referring to
24 that you need signed.

25 Then Ms. Ruckman replies on

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1 Thursday, January 12, 2021, yes, permanent
2 modification. I've made the December/January
3 payments. The paperwork refers to 11/1/2020 as
4 the effective date.

5 But in response, Ms. Bennett
6 emails that waiting on a response if that
7 option's available that if Ms. Ruckman wants to
8 try to accept it, she needs to sign, notarize
9 and return the original documents, you know,
10 via overnight mail.

11 So in this instance, and Ms.
12 Ruckman has testified in this matter that she
13 tried to return the documents timely, but
14 claims that they had been lost. If a borrower
15 is indicating that they're trying to accept the
16 modification, making the payment, would PHH in
17 that situation try to allow the borrower to
18 re-execute the modification, you know, fix the
19 alleged problem with the original execution?

20 MR. WIRTHLIN: Objection. Go ahead.

21 A. Well, I can't put an answer on
22 that because it's a vague question. It doesn't
23 really give me a time element. They can't keep
24 it open forever. She was given a deadline of
25 11/20, the deadline was extended over a month

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1 to the end of December. The middle of January
2 we still don't have the documents and she's
3 still in communication with everybody, so we
4 got to pull the trigger on this. We gotta move
5 forward. We can't keep these things open
6 forever.

7 So January 14, the modification
8 denial letter was drafted, was mailed to her on
9 the 15th, and any payments that would come in
10 after that unless it's enough to bring the
11 account current, because the loan still has not
12 been modified and it's in foreclosure, would be
13 rejected.

14 Q. Speaking of the denial letter,
15 Exhibit H.

16 (Thereupon, Exhibit H was marked for
17 identification.)

18 Q. Let me drop that in the chat and
19 let me share my screen.

20 Could you identify for the record
21 what this appears to be?

22 A. It's a letter dated January 14,
23 2021, to the borrower. It's captioned Decision
24 on the Request for Mortgage Assistance. And it
25 says it's denied -- you're not eligible because

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1 you failed to return the modification agreement
2 within the required time frame.

3 Q. And this letter is dated
4 January 14, 2021; correct?

5 A. Correct.

6 Q. Looking back at this portion of
7 Exhibit F here, Ms. Bennett's affidavit, so by
8 the time that Ms. Ruckman had, you know,
9 attempted to notify Ms. Bennett on the 12th
10 that she was trying to execute the permanent
11 modification and she's already made the
12 December and January payments, no denial had
13 been issued to Ms. Ruckman yet.

14 A. Not as of the 12th.

15 Q. Do you know if at any point in
16 time from both of these emails between Ms.
17 Bennett and Ms. Ruckman, you know, were sent in
18 between 2:15 and 2:30 of Tuesday, January 12,
19 do you know if at any time after that prior to
20 the denial letter going out, had there been any
21 notice passed along to PHH that Ms. Ruckman was
22 attempting to fix any issues and accept this
23 modification?

24 A. I think there was communications
25 with PHH at this time to try to get the answers

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1 that she was seeking regarding the payments
2 that had been applied and received, and the
3 efforts to get the modification docs in as
4 quickly as possible. I don't know if we call
5 that a notification, but everybody was working
6 behind the scenes to get this and we're just
7 waiting for the executed document at that point
8 in time.

9 Q. Going to, you know, looking back
10 at Exhibit D, I think you had identified it as
11 the communication logs or the servicing notes,
12 would any interaction, you know, between PHH's
13 counsel and representatives of PHH, would that
14 all be reflected in the servicing and
15 communication logs?

16 MR. WIRTHLIN: Objection. Go ahead.

17 A. I'm not sure. We get
18 communications from our counsels regarding
19 processes they're involved with, execution of
20 documents necessary to do their jobs as
21 foreclosure counsel, obtaining figures,
22 checking payments, things like that, so there
23 would have had to have been some back-and-forth
24 in some manner to try to work, you know, as the
25 go-between between the servicer and borrower by

8 (Pages 26 to 29)

1 our foreclosure counsel.

2 Q. If we look here, this is
3 Bate-stamped page 249, there are a series of
4 entries here starting on -- there's an entry on
5 January 12, that states modification trial
6 and/or expiration added to WIP list and
7 continues onward. And then there's not another
8 entry until January 15, 2021.

9 If there had been any
10 communication between PHH and Ms. Bennett at
11 that point in time concerning the modification,
12 would it have been reflected on these records?

13 A. Not necessarily. I guess, it
14 depends on if Ms. Bennett wanted to put the
15 information in there, but I didn't see anything
16 in there regarding that.

17 Q. And, I guess, my follow-up to
18 that, is what dictates whether something is
19 going to be entered into these records? What,
20 you know, what would be the purpose of having
21 something either be reflected in these records
22 or not?

23 A. Well, with regards to foreclosure
24 counsel, there is an interface. It's called
25 LPS or Loan Sphere and it's a communication

1 portal between the servicer and their
2 foreclosure counsel and that's used primarily
3 for tasks and tracking and things like that.

4 And so, for example, if
5 foreclosure initiated and counsel says, all
6 right, going to start foreclosure, you need to
7 send me the collateral documents, or you need
8 to authorize title work, or we need somebody to
9 execute an affidavit of indebtedness, the
10 portal is how they work with the servicer task
11 tracking to place the requests, follow up with
12 the requests, close those requests out, things
13 like that.

14 So it's not necessarily used to
15 plug in email communications back and forth.
16 Occasionally, I've seen those type of notes,
17 but traditionally, they don't really get that
18 involved in updating our system with what
19 they're doing, other than the relevant service
20 that they would provide as foreclosure counsel.

21 And through that methodology, is
22 how you service those loans and when
23 modifications and loss mitigation are underway
24 and you make the determinations, that's when
25 you made the determination to advise counsel,

1 hey, we've got a completed MOD, we're working
2 on loss mit, put this foreclosure on hold till
3 we tell you otherwise.

4 Then you process that and if
5 you're successful, obviously, the loan become
6 current and then you notify counsel, all right,
7 loan is now current, close this thing out, bill
8 us, dismiss the foreclosure action, we're all
9 good. Then they go through that process.

10 But, traditionally, we don't get
11 much more than task-completion related type of
12 notations in that system, which will play out
13 in our system. It may have the name of the
14 person on the other side that's inputting the
15 information. Say, well, we changed the task
16 completion date from this to this because we're
17 still waiting on the power of attorney or some
18 subsequent document that they would need to
19 further whatever effort they're producing, so
20 that's primarily what those type of
21 communications generally are.

22 Q. And I apologize if I'm
23 misunderstanding, so those tasks and those
24 communications through Loan Sphere, are you
25 saying those are the ones that will show up in

1 this record or that would be separate and apart
2 from this record?

3 A. These are a lot of the parts of
4 what you see that are redacted here are those
5 type of communications, you know, with our
6 counsel through that portal.

7 Q. So had there been any sort of task
8 or communication issues about, you know,
9 through that process as to, you know, the
10 modification at that point in, it would likely
11 be reflected in --

12 A. (Talking over) Yeah, there are
13 some notes in there regarding outcomes of court
14 cases or hearings. They update us on statuses
15 regarding mediations. They also do their fee
16 billing through this, so they'd say we got a
17 mediation coming up, we need to charge X amount
18 of dollars, can you approve it, so on and so
19 forth. So there are information tidbits that
20 we get regarding, I would say, more or less,
21 milestone type events related to what goes on
22 during a foreclosure process.

23 Q. From your view of these records
24 when PHH finally received, you know, eventually
25 received an executed copy of the modification,

1 do you know what date Ms. Ruckman had executed
2 the modification?

3 A. Yeah. It was signed on January 12
4 of 2021.

5 Q. So Ms. Ruckman had -- whether it
6 was, you know, prior to December 31, 2020, Ms.
7 Ruckman had executed the modification prior to
8 any denial letter being sent from PHH; correct?

9 MR. WIRTHLIN: Could you repeat that
10 question?

11 Q. Given that Ms. Ruckman had
12 executed the modification on January 12, she
13 had at least executed the modification prior to
14 any denial letter going out as to PHH claiming
15 the loan modification was going to be denied;
16 correct?

17 A. Well, the signature was on the
18 12th and the denial was on the 14th of the same
19 month. So, yeah, it was signed before the
20 denial letter was generated.

21 Q. And with the denial letter --
22 since, as you testified, Ms. Ruckman -- PHH
23 states Ms. Ruckman had to return the
24 modification by the end of December, why did it
25 take two weeks, roughly 14 days, to generate

1 and send the denial letter concerning the
2 modification, from the date of the expiration
3 of the -- the alleged date of the expiration of
4 the permanent modification?

5 A. I can't say for sure. I think it
6 was because they were still trying to work with
7 her to get the documents in and wrap it up.

8 Q. Is it typical that it would take a
9 couple of weeks to get a denial letter out if
10 it's not accepted or --

11 MR. WIRTHLIN: Objection.

12 A. I couldn't answer what's typical.
13 It's problematic with a lot of borrowers
14 getting these documents in and they've worked
15 with borrowers, oh, my God, for years and years
16 and years. So it's what I typically refer to
17 as the paper chase.

18 And, you know, you can only go so
19 far and sooner or later you have to go forward.
20 You know, the foreclosure had been put on hold
21 for a while. She knew what we needed, we kept
22 telling her what was needed. Counsel was in
23 contact with her. I think that letter on the
24 12th said you need to overnight it. And it
25 didn't surface at Ocwen until like the 19th,

1 you know, four or five days after the letter
2 had been sent out, so it was already considered
3 closed by that point and the MOD was denied.

4 Q. Did PHH keep any records of when
5 the -- whether the envelope or, you know, the
6 package the modification was received in, did
7 PHH keep any records of that to see when that
8 might have been post-dated or anything along
9 those lines?

10 A. I don't recall seeing that. I
11 didn't come across that in our business
12 records.

13 Q. Is the, you know, when PHH
14 receives documents from a borrower in the mail,
15 is it typical that they would make a copy of
16 the exterior of the envelope or package to
17 confirm for the record issues such as postage
18 dates or delivery addresses?

19 A. Most of the time, I see copies of
20 correspondence with the actual letter image.
21 It's usually in reference to things like
22 qualified written requests, or notices of
23 error, or requests for information, things like
24 that. I can't say that I've seen hardly any
25 indications -- unless the borrower sent it in

1 as part of a correspondence, you know. A
2 letter, hey, here's what I got and, you know.

3 That correspondence would be
4 addressed, but I don't remember seeing any
5 envelopes with postage and whatnot in this type
6 of a transaction.

7 Q. And with what you're saying, you
8 know, what you quote, really call, you know,
9 the great document or paper chase, it's not, I
10 take it it's not unheard of to have, you know,
11 the modification documents are, you know,
12 lengthy legal documents -- I assume it's not
13 uncommon to have issues with how those
14 documents are executed or notarized, things of
15 that nature that need to be corrected?

16 MR. WIRTHLIN: Objection.

17 A. I have seen instances where
18 notarizations were incorrect, or the documents
19 that we received weren't legible to some
20 degree. I've seen cases where the borrowers
21 would change the terms, hand-write new mortgage
22 balances. I mean, you know, you're dealing
23 with customers all across the country with
24 different issues and primarily either you get
25 it on time or you don't and it's executed

1 properly.

2 I mean, it goes through a QC
3 process to make sure everything is legitimate.
4 I've seen people who would sign it on one day
5 and get it notarized, you know, four days later
6 with a whole different notarization date, you
7 know, so they look at these things. They try
8 to make sure that they have a reasonably
9 reliable document that they can work with.

10 Q. And so going off of that, in the
11 -- going back to the permanent modification,
12 scrolling down at Bate-stamp page 209, Number 7
13 here is the errors and omissions provision that
14 says if any documents related to loan or
15 agreement are lost or misplaced, misdated, or
16 otherwise missing or inaccurately reflects the
17 terms, that the borrower will comply with PHH's
18 request to essentially re-execute and redeliver
19 documents.

20 Is it safe to say that that's kind
21 of the point of that provision is to
22 acknowledge that there could be mistakes in
23 this process that need to be addressed and
24 corrected?

25 MR. WIRTHLIN: Objection. Go ahead.

1 to have the document. If you don't have it,
2 you gotta make decisions, you know, sooner or
3 later keeping this thing moving forward.

4 Q. So, in this case, so the denial
5 letter went out and then there were attempts to
6 essentially have that denial reversed; correct?

7 A. Correct.

8 Q. How does that process typically
9 work? Is there a standard course of events
10 that typically is taken or how -- what needs to
11 happen for a modification denial to be
12 reversed?

13 A. Well, you know, the borrower's
14 efforts are taken into consideration, the time
15 frames are taken into consideration, the
16 management that reviews it is, like, look, the
17 borrower is trying to send it in. I mean, they
18 take a look at the entire picture from what
19 they can determine from the servicing notes and
20 any other information they have available to
21 them.

22 Look, we've got a MOD, the
23 borrower's been performing under the trial
24 payment, you know, through January before the
25 MOD got denied, she still wants it. She's

1 A. I suppose that's a reasonable
2 interpretation of part of that paragraph.

3 MR. WIRTHLIN: Dan, do you mind if we
4 take a little break.

5 (Thereupon, a break was taken.)

6 Q. (By Mr. Solar) So we were briefly
7 talking about the errors and omissions and that
8 there are occasionally, you know, issues with
9 borrowers, you know, procuring documents,
10 things of that nature. If a borrower claims
11 that a document were lost, would PHH treat that
12 like it was improperly executed or would they
13 treat that as a different, you know, type of
14 situation? How would that work?

15 MR. WIRTHLIN: Objection. Go ahead.

16 A. You know, if the borrower were
17 able to provide, let's say, like a Fed Ex
18 tracking number that could be looked into, PHH
19 could look into that. But, I mean, you either
20 have it or you don't. So I'm not really sure
21 how I can clarify any further.

22 You know, the first extension was
23 granted, you know, from November to December.
24 I think even later than that another extension
25 was granted. At the end of the day, you have

1 working with local counsel to try to, you know,
2 get things squared away and that's the type --
3 I mean, it's nothing tremendously formal about
4 it.

5 You look at the effort, you look
6 where you're at, you look how close you are to
7 getting the thing consummated and then make a
8 decision, all right, we'll grant her a little
9 bit of extra time, let's see if we can get this
10 thing resolved, you know.

11 Now, that we've gone past the time
12 elements, the borrower's going to have to remit
13 a little extra money so that when the MOD is
14 done, the loan is caught up and current at that
15 time. Because once they approve it, it's based
16 on the loan being current at the time the
17 modification is executed.

18 So you can't execute the MOD if
19 it's not current, so you want to make sure that
20 any payments that need to be made up until the
21 time you actually get the document and
22 implement it are there, so that's pretty much
23 all the decision making is in there. The
24 assistant manager of the MOD admin group
25 reviews it and makes a determination. And in

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1 this case, they did agree to reverse the denial
2 and give the borrower some additional time.

3 Q. And with that, say, loan needs to
4 be current in order to actually do it because
5 they don't want to have a -- in order to
6 reverse a denial, they don't want to start the
7 loan off delinquent, you know, for, you know,
8 an easy way to think about it.

9 You know, at the point that Ms.
10 Ruckman and PHH started this process to, you
11 know, try to reverse the denial, we've affirmed
12 she had made -- the day received and got the
13 January payment for 2021 on January 5, so her
14 next payment would have been due for the
15 February, 2021, payment to remain current;
16 correct?

17 A. Yes. They wanted to catch up on
18 the trial payments through the implementation
19 of the modification.

20 Q. So who needs to, I guess, who at
21 PHH or what, you know, individual or department
22 at PHH needs to approve the reversal of a
23 denial?

24 A. That's the MOD administration
25 group. The assistant manager that would have

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1 been approving it at that time would have been,
2 oh, God, I'm going to probably mispronounce her
3 name. Magdalen Achary. I may be butchering
4 it. I apologize, Magdalen. I'm so bad with
5 names.

6 Yeah, she's the assistant manager
7 and she would have been involved in the
8 decision to reverse the denial and give the
9 borrower a little extra time.

10 Q. And is there that time, you know,
11 this process can take? Is this a quick
12 process, is it a lengthy process? What happens
13 with that?

14 MR. WIRTHLIN: Objection. Go ahead.

15 A. I'm not sure I can elaborate on
16 that. I guess, it depends on how busy the
17 person is and when they get to it, and what
18 their workload is. I don't think it takes a
19 terribly long time once the person has it and
20 looking at it. They could probably make the
21 decision within a day, possibly even quicker --
22 maybe within an hour. Just depends on what
23 they want to look at.

24 Q. Pulling up Exhibit D here. When
25 did PHH receive the executed copy of the

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1 modification from Ms. Ruckman?

2 A. On the 19th of January, 2021.

3 Q. So looking at the servicing
4 communication logs here on January 19 and
5 January 20 of 2021, you know, there seems to be
6 some back-and-forth here. There's an entry
7 saying the MOD agreement was accepted during
8 the initial review, then there's a MOD
9 agreement review for QC, agreement QC,
10 cancelled, modification denied. What are these
11 entries, what's going on here --

12 A. Yeah, it can be a little bit
13 confusing because one can contradict the other
14 or the timing is wrong. A lot of the people
15 that are doing these are in different groups,
16 responding to different work flows.

17 For example, 1/19 MOD agreement
18 accepted during initial review. It means that
19 basically it's there and it's being accepted to
20 be reviewed for, let's say, quality control
21 purposes. Okay.

22 Now, at this point in time, the
23 modification's been denied so the people that
24 are looking at this in the different
25 departments are seeing, well, you know,

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1 according to this, we already see a denial. So
2 one person chimes in with that. Another person
3 chimes in, well, we're looking at it again, you
4 know. So there could be a little bit of a lag
5 from one inference of what one party's doing to
6 an inference of going through the process and
7 other people looking at it.

8 Essentially, they looked at it,
9 initially, all right, well it's been denied.
10 Now that we've got it, we know it's been
11 denied. So now it needs to be escalated if the
12 borrower is still interested in doing this, and
13 I think that occurred in February, where the
14 reversal of the denial was granted by the MOD
15 admin group.

16 Q. When did PHH first start to -- I
17 guess, review is not the right word. When did
18 PHH first start this process of looking into
19 reversing the denial?

20 A. I don't know exactly. It was
21 somewhere in that interim period initially. So
22 it was -- I can't say for sure I know the
23 timeline of events that closely.

24 I would say it would have been
25 between the time we received the actual

12 (Pages 42 to 45)

document and the time of the actual reversal was granted, so that's, like, a two-week period or thereabouts, three weeks, somewhere around there.

Q. So briefly jumping back to the denial letter itself just because I forgot to address something.

A. Okay.

Q. This letter as we've discussed before states that the modification was denied on the 14th for not returning the...

A. The document.

Q. Document, yes. Thank you. So at what point in this letter -- is there any point in this letter that talks about, you know, what to do, you know, if a borrower thinks that this denial is in error, you know, what there is to do about that, what their options are?

MR. WIRTHLIN: Objection. Go ahead.

A. I believe that's on the last page or second to last page. Just says to contact PHH if they want to discuss it further. What's the exact wording? If there's a disagreement with the reason, please contact us, and it gives the contact information.

modification, of course, they've got to give the reason why as required by regulations.

And the basis for that denial if it's deemed that the borrower just can't qualify, let's say, not an eligibility issue, but a qualification, we can't reduce the payment enough to make it affordable or, God forbid, the investor doesn't allow modifications or whatever those type of reasons are, or, you know, you didn't send us enough and, you know, we gotta close it out because, you know, this has been too open-ended for too long.

The types of denials that would have an appeal condition in it are when the borrower's been denied because they can't qualify. And I believe -- I don't remember which one of the regs, RESPA, it's probably one of several -- you give the borrower a 30-day modification appeal period after that's denied.

Once that modification appeal expires, then you can move forward with foreclosure. In this case, the borrower had already been approved and the denial is not based on anything other than a performance

Q. And I have that page pulled up here. That's pretty much what it says is here's an address, here's an email and, you know, if there's disagreement for non-approval.

Does it have any other information about what information is needed or how long the borrower has to reach out to PHH about this disagreement?

MR. WIRTHLIN: Objection. Go ahead.

A. No.

Q. Going back to the servicing notes then. Looking at this entry dated January 19, 2021, there's an entry that states denial letter does not contain appeal/conditional marketing. What does that mean?

A. It means that this document does not have the -- I'm not sure what I would refer to it as -- the modification denial appeal verbiage.

Q. What do you mean by modification denial appeal verbiage?

A. Well, let me put it to you this way. If a borrower applies for assistance, let's say a modification, the final decision on it, should that result in a denial for a

facet. Hence, it's not going to contain the standard modification denial appeal. It's just not applicable in this particular case.

Q. So if I'm understanding correctly, there's only going to be the loss mitigation appeal verbiage if it is an eligibility issue as opposed to a performance issue?

A. That's how I'm explaining it, yes.

Q. Okay. Well, scrolling up, you know, at some point in time during the, following the denial, the process was started. We aren't sure of the exact date -- the process was started to reverse the denial of the loan modification sometime after January 14.

Looking at January 26, here, this says MOD INQ received, gen query for review on January 6, and then these codes on the side, I'm assuming are departments says LMM GRA on the same date. Management approved, resolution approved, denial reversal.

Is that an entry stating that at that point PHH had approved the denial reversal?

A. Yes.

Q. What else would have had to occur

1 at that point to effectuate the denial
2 reversal?

3 A. I'm not sure I understand the
4 question.

5 Q. So if management approved the
6 denial reversal, was there anything stopping
7 the loan at that point in time from having the
8 modification honored, or on-boarded, or, you
9 know, implemented, whatever, you know, phrase
10 you want to use, is there anything preventing
11 PHH from putting the modification into effect?

12 MR. WIRTHLIN: Objection. Go ahead.

13 A. I'm not sure I can respond to
14 that. But the process would involve approving
15 the denial reversal and we would make counsel
16 aware of it because we don't want them to, you
17 know, move forward with foreclosure if we can
18 get this document executed. So they reverse
19 the denial and now it's just up to the
20 borrower, you know, to get the documents in to
21 us and then we try to do the modification
22 thereafter.

23 So they probably would have
24 notified her shortly thereafter about the
25 reversal. I think there were communications at

1 that time with foreclosure counsel about
2 working through that process and getting the
3 payments remitted and such in February.

4 Q. Right. And in this case, it
5 wasn't a matter of executing documents. PHH
6 had the documents as of January 19; correct?

7 A. They had the documents --

8 Q. It was a matter of implementing
9 the modification and remitting the payments.

10 A. Well, it had to go through the
11 approval process and then notification that we
12 would consider, you know, working with the
13 borrower to get the documents and the
14 modification and the payments straightened out,
15 you know, in the following month, you know.
16 26th is pretty close to the end of the month,
17 so I think they started it right after that.

18 (Thereupon, Exhibit I was marked for
19 identification.)

20 Q. I'm going to pull up Exhibit I and
21 I will share my screen with you.

22 Hold on one moment.

23 This is an email thread by our
24 client, Ms. Ruckman, which contains an email
25 dated April 7, 2021, from Andrea Clark, who is

1 a magistrate mediator with the Richland County
2 Court of Common Pleas. So Magistrate Clark's
3 email --

4 MR. WIRTHLIN: Could you share what
5 you're reading with us?

6 Q. I'm sorry, I didn't hit the share
7 button. I apologize.

8 So this is a forwarded email from
9 our client, an email thread between Magistrate
10 Andrea Clark with Richland County courts and
11 Ms. Ruckman's foreclosure counsel, you know,
12 concerning the foreclosure proceedings.

13 So Magistrate Clark's email
14 April 7 here, starts out "We last spoke about
15 this case on January 29, 2021, at that time it
16 was represented to me that a permanent loan
17 modification had been reached and the case was
18 likely to be dismissed within two weeks."

19 Now, as you can -- from the
20 servicing notes, PHH management had approved
21 the reversal denial as of the 26th, and then
22 this email appears to be, you know, following
23 in those lines along that thread of, you know,
24 a few days later, it seems like things were
25 agreed to -- the permanent modification was

1 going to be in place.

2 Was there any indication, you
3 know, from your review of the record, your
4 review of any communications, is there any
5 indication as of January 29 that the
6 modification reversal, denial reversal wasn't
7 approved or that there was any problem with
8 that process?

9 MR. WIRTHLIN: Objection. Go ahead.

10 A. No.

11 Q. As we had discussed, there was --
12 so the modification, the denial reversal
13 approved on January 26. The next modification
14 payments would have been due February 1st and,
15 as Exhibit J -- I will pull this up here.

16 (Thereupon, Exhibit J was marked for
17 identification.)

18 Q. This is a receipt from a Kroger
19 check-free pay showing that the borrower, Ms.
20 Ruckman, remitted payment February 11, 2021, at
21 2:56:02 p.m. Did PHH accept this payment from
22 Ms. Ruckman and credit it to her loan?

23 MR. WIRTHLIN: Objection. Go ahead.

24 A. No. I believe this was rejected.

25 Q. Why did PHH reject this payment?

1 A. I'm not sure. It seems like they
2 were still working on getting the denial
3 reversed. It had been approved, but it hadn't.

4 Q. So the denial was reversed?

5 A. The decision to agree to reverse
6 it had been approved the end of January, but
7 they hadn't worked through all of the details
8 to get the denial updated in the system, and,
9 you know, whatever processes are involved in
10 that.

11 So when that payment came in, the
12 system hasn't been updated to show that they
13 would accept the payments and that's why they
14 rejected it because it was a single payment and
15 the modification hadn't been implemented.

16 (Thereupon, Exhibit K was marked for
17 identification.)

18 Q. I'm going to pull up what we'll
19 have as Exhibit K. This is another receipt
20 after Ms. Ruckman's February 22, '21, was
21 rejected. This is a receipt from her
22 attempting to remit that payment to PHH via
23 check-free pay at Kroger on February 22, 2021,
24 at 5:59:55 p.m. Did PHH accept this payment
25 from Ms. Ruckman?

1 A. No.

2 Q. Is it the same reason why they
3 didn't, that they were still, that the
4 modification still had not been implemented?

5 A. Yes.

6 Q. Looking back at the servicing
7 notes -- I'll pull them back up here again,
8 Exhibit D. So there are, here on Bate-stamped
9 page, it looks to be 247, there's an entry on
10 February 18, 2021, CIE PMT received, returned
11 to pay originator, received on 2/21. One sent,
12 reject reason more than 60 days.

13 So can you explain what that note
14 means?

15 A. That's the rejection of the
16 payment, I guess, that came in the 11th or
17 12th. Those are notes on that.

18 Q. And so just to clarify, you know,
19 effectively, PHH received the payment through
20 check-free pay, but then returned it back
21 through their system; correct?

22 A. Returned it back to the remitter,
23 yes. I guess that would be Kroger.

24 Q. Looking here at entry from TRA EXB
25 on 2/23/2021 here. This says JR exception

1 review completed, incorrect due date in MSP due
2 date change 1/21 to 2/21. Can you explain
3 that?

4 A. No. Not sure what they're
5 referring to on that.

6 Q. Would it be reasonable to
7 interpret this as that, for whatever reason at
8 this point in time that PHH's servicing system
9 or, you know, servicing system was thinking
10 that Ms. Ruckman was due for the January
11 payment under the modification as opposed to
12 the February payment under the modification?

13 A. No. It says that she's due for
14 the February installment in February.

15 Q. Well, it says they changed it from
16 that.

17 A. Right.

18 Q. They changed it to the February
19 payment, but up until that point, I'm reading
20 this that the system was showing she was due
21 for January up until this entry.

22 A. Well, we're not talking about the
23 contractual due date of the loan. We're just
24 talking about the remittance of the trial
25 payments at this point because the modification

1 hasn't been completed.

2 Q. At that point in time --

3 A. These smaller payments --

4 What I'm saying is these smaller
5 payments, if it's not enough to satisfy in the
6 system the amounts due for the principal,
7 interest, and escrow, then they're placed in
8 suspense and held there.

9 So I believe that's what this in
10 reference to, that the borrower did make a
11 payment in January so the next installment
12 would be due in February.

13 Q. And why was that -- so the
14 borrower had made the January payment on
15 January 5, 2021, why was that not -- why did it
16 take until February 23, 2021, to reflect that
17 in the system?

18 A. I don't know. It looks like some
19 sort of an exception review was looked at, some
20 sort of report.

21 Q. And then the entry right above
22 that, DLB team player working issue from
23 Cascade Cash management received.

24 Correct me if I'm wrong in any of
25 these -- abbreviations I'm saying. But this

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1 seems to be referencing the February 22nd
2 attempted payment?

3 A. Uh-huh.

4 Q. Check dated 2/23, check amount
5 470, requested CM to return, not enough to cure
6 default, funds uncertified.

7 Can you walk me through what that
8 note means or is trying to explain?

9 A. It's a rejection of the check from
10 February 23 for 470. Same reason the prior
11 payment, just modification hadn't been
12 completed, the loan was still showing as in
13 arrears.

14 Q. So when they're saying not enough
15 to cure the fault, they're talking about, not a
16 default under, you know, what would be the
17 modification terms or a failure to perform on
18 the modification, they're talking about the
19 default that, you know --

20 A. Is currently in existence.

21 Q. -- Originated -- was the
22 foreclosure default date?

23 A. Right. They're talking about the
24 total arrears. If a borrower sends in a
25 payment, they're a year behind and you're in

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1 foreclosure, you send me one payment, that's
2 not enough to reinstate the loan. So that's
3 the methodology -- or the thinking behind that
4 type of an entry there is --

5 Q. You can still see the original
6 default was, you know --

7 A. Still in existence.

8 Q. -- three contractual payments
9 leads to a thousand dollars, 470 is not enough
10 to, you know --

11 A. Exactly.

12 Q. -- fully reinstate the loan?

13 A. Yes.

14 Q. Do you know if from your review of
15 the records, you know, from any time, you know,
16 from the denial to, you know, the denial on the
17 14th, the management approval on January 26 of
18 the denial reversal, you know, up through the
19 rejection of the payment on the, you know, two
20 payments through February 23, do you know what
21 Ms. Ruckman was being told to do in regards to
22 her payment at this point in time?

23 MR. WIRTHLIN: Objection. Go ahead.

24 A. I would have to refer to Ms.
25 Bennett's emails for the specifics on that

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1 because I know she was in communication with
2 her in February and I think all the way through
3 the end of March about getting these payments
4 squared away.

5 I think the confusion was, while
6 she had receipts -- the borrower had receipts
7 showing she had remitted the payments, I don't
8 think after the very first one in the beginning
9 of February that was rejected in 2021, which I
10 believe she indicated she was notified by
11 Kroger shortly thereafter, that rejection.

12 I think part of the problems that
13 ensued thereafter were with Kroger not letting
14 her know or making her aware of the subsequent
15 payment rejections and I think they were
16 actually holding onto her money for a very long
17 time before they figured out, you know, what
18 the disposition of it needed to be.

19 Q. Going back to the email thread
20 with Magistrate Clark and the referencing the
21 modification reversal and related foreclosure
22 proceedings, the response email to Ms. Clark,
23 Magistrate Clark from Attorney Mueller here
24 that I have shared up here, you know, states
25 that the acceptance deadline was extended to

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1 December 31st as we discussed, executed
2 documents were received around January 20, 19,
3 20, as we discussed, that there's an attempt to
4 reverse the denial, but that Ms. Ruckman did
5 not submit all past-due payments under the
6 modification.

7 As of this point in time Ms.

8 Ruckman had been, you know, through the two
9 February payments --

10 A. Could you scroll up a little bit
11 so I can see the date?

12 Q. Sure. April 7th.

13 A. Okay.

14 Q. Ms. Ruckman had been attempting to
15 continue to remit monthly payments under the --
16 or pursuant to what the terms of the
17 modification would have been throughout this
18 whole time; is that correct?

19 MR. WIRTHLIN: Objection. Go ahead.

20 A. I believe she was continuing to
21 attempt to make these payments, yes.

22 Q. Going back to the servicing notes,
23 again, on the top of Bate-stamped 247 here,
24 there is an entry from the BY to either VIQ,
25 February 25, 2021, that states, please reverse

16 (Pages 58 to 61)

1 MOD denial because -- please have the account
2 reviewed for denial reversal. Can you explain
3 what's going on here?

4 A. It looks like they're trying to
5 continue to push the modification forward and I
6 guess they're waiting for the MOD denial review
7 to be completed so that they can effect that.

8 Q. And I think that's where I'm
9 confused, because the servicing notes had
10 previously indicated, we had discussed, you
11 know, management approving the denial reversal
12 on January 26, 2021. Why is it being reviewed
13 for a denial reversal at the end of February if
14 it's already been approved?

15 A. I don't know.

16 Q. Now, moving forward in these
17 servicing notes, there are a number of entries
18 here on February 26 and then March 1 and 2, and
19 that are, you know, and it's, you know -- these
20 entries seem a bit contradictory as one is
21 saying on February 26, MOD inquiry review is
22 completed and closed. You know, but then the
23 next entries, you know, above that are saying
24 inquiry received, pending review and, you know,
25 they're working on the MOD reversal. What's

1 happening here?

2 A. I'm not really sure. It looks
3 like the MOD admin group is querying the loss
4 mit area to try to affect the reversal and get
5 this thing moving forward here.

6 Q. Here on this entry, (inaudibles)
7 5W0 on March 5, MOD inquiry review completed
8 and closed, a whole line of shorthand there.
9 And then it says, please be advised that to
10 reverse overturn denial for MOD plan we needed
11 MGR APR. What is MGR APR review to?

12 A. I don't know. I'm not familiar
13 with what those codes are. I can't see --
14 could you -- I can't see that far over
15 because --

16 MR. WIRTHLIN: The pictures are
17 covering up.

18 A. Our faces are covering up the
19 pictures. Maybe make it a little bit smaller.

20 Q. Sorry about that. Hang on one
21 second. It's trying to dock it on the side of
22 the screen. Is that better?

23 MR. WIRTHLIN: Go back one more. You
24 can expand it one more time, I think.

25 There you go.

1 Q. (By Mr. Solar) So this is the
2 entry where the cursor is.

3 A. I don't know what the reference
4 MGR APR means.

5 Q. As a -- you know.

6 A. Apparently, it's been determined
7 it's needed by the business unit, whatever that
8 represents.

9 Q. As being unfamiliar with shorthand
10 and abbreviations of PHH records, would it be
11 reasonable to assume that MGR APR might stand
12 for manager approval?

13 A. It sounds reasonable to me.

14 Q. And management approval had
15 already occurred back on January 26, 2021.

16 MR. WIRTHLIN: Objection. Go ahead.

17 A. Yes.

18 Q. So looking up at this entry here
19 between the redacted portions on March 23,
20 2021, denial reversal was approved and borrower
21 was advised to send total amount 873.93.
22 Borrower sent 470 on 3/10/21, which was
23 rejected and she had also sent one more payment
24 on 3/21/21, which is not in our system yet.
25 These update some flags so that (inaudibles) RE

1 not returned.

2 What's going on here? Can you
3 explain this note to me?

4 A. I think this was based on the
5 communications with Clunk's office where the
6 borrower was in communication with Ms. Bennett,
7 I think her name was at that time, and she was
8 telling them that as of what she sees, she
9 needs to send in the two payments totalling
10 873.93, in order to get the account brought
11 current because we're towards the end of March
12 at this point.

13 And, apparently, a payment that
14 she had sent in earlier in the month was
15 rejected because, you know, same reason the
16 other ones were. And then she sent one more in
17 apparently 3/21, but we hadn't applied it yet.
18 So I think those are the information regarding
19 trying to get the reversal effected so that
20 once the borrower gets the account current,
21 based on conversations with what she was told
22 was due, they could then get that done that
23 month, the end of March.

24 Q. And when they're saying -- when
25 this notes please update some flags so that

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1 funds are not returned, what does that
2 reference?

3 A. I think they just wanted to make
4 sure that they work with the borrower to try to
5 get the \$873 applied as of March 23rd, but by
6 then, the prior payment that had been sent
7 earlier in the month had already been returned.

8 Q. And then on the bottom of
9 Bate-stamped page 145 here, MRI CAC 525 on
10 March 24, that starts MOD inquiry review has
11 been completed. This note says, please -- a
12 portion of the note where my cursor is says,
13 please be advised that the stops have been
14 updated on the account to accept the payments.
15 Ask borrower to and then it cuts off.

16 A. Sometimes they get truncated.

17 Q. What is, you know, the stops have
18 been updated on the account to accept the
19 payments, what does that mean?

20 A. To stop rejecting them because
21 we're going to get the 893.37 any day now, I
22 guess. That's how I'm interpreting it.

23 Q. So as of March 24, they're saying
24 that they've done that so they're not going to
25 reject the payments; correct?

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1 A. The full payments, the 873.93.

2 Q. At this point in time, you know,
3 PHH was aware that Ms. Ruckman had sent in a
4 payment of 470 to -- that was, you know, on its
5 way to PHH; correct?

6 MR. WIRTHLIN: Objection. Go ahead.

7 A. That's what that's indicated in
8 that statement, yeah.

9 Q. So then the day after this entry
10 here, SCC IER 2D5 March 25, 2021, CIE payment
11 reviewed, returned to bill pay originator,
12 reject reason, not enough to cure default,
13 uncertified funds. So that's, you know, saying
14 the following day that the stops were updated
15 to accept payment, but then a payment was
16 essentially rejected right afterwards. Is that
17 what this note's saying?

18 A. The note's just saying that it was
19 rejected. I guess it was received on the 23rd
20 and it was \$470, not the \$873. It wasn't
21 enough to cure and they rejected it.

22 Q. Now, is there any, you know, all
23 the relevant parties, PHH, the law firm in the
24 foreclosure, you know, Ms. Ruckman, you know,
25 everyone, you know, during this time, you know,

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1 Magistrate Clark, everyone's under the, you
2 know, agreement that, you know, there's trying
3 to be the denial reversal, they're trying to
4 effectuate that, they're trying to get it
5 approved. Is there any reason as to why PHH
6 would have not just continued to accept her
7 payments and hold those in suspense so that
8 when the modification denial was approved, they
9 could just apply the payments accordingly like
10 they would with a trial period plan, for
11 example?

12 A. I don't know.

13 Q. Now, on March 23, 2022, the denial
14 reversal -- there's a note saying the denial
15 reversal was approved, and that, you know, the
16 borrower was to submit, you know, that the
17 past-due payments needed to be submitted.

18 I'm going to introduce what will
19 be Exhibit L.

20 (Thereupon, Exhibit L was marked for
21 identification.)

22 Q. This was filed not even a week
23 after, on March 29, 2021, in the foreclosure
24 proceedings concerning the letter issued here.
25 This is, you know, from the 23rd until the

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1 29th, the denial reversal had been approved,
2 they were telling Ms. Ruckman to remit the
3 payments under the modification and then PHH
4 filed this motion or the law firm filed, on
5 behalf of the owner of the loan, a motion for
6 summary judgment in the foreclosure.

7 This is a copy of that summary
8 judgment motion. Did PHH ever indicate to the
9 owner of the loan or to Clunk during those six
10 days that the modification had been, you know,
11 the denial had been reversed and to hold off on
12 filing any dispositive motion such as this?

13 MR. WIRTHLIN: Objection. Direct the
14 witness not to answer questions, Counsel, as to
15 PHH and Clunk. I think you can agree with that.

16 Q. Let me rephrase. When the
17 modification reversal or the modification
18 denial reversal was approved, what did PHH do
19 to notify Ms. Ruckman of that?

20 MR. WIRTHLIN: Objection. Asked and
21 answered. Go ahead, sir.

22 A. I believe that the communications
23 at that point with Ms. Bennett and the borrower
24 were that she had reviewed the loan and that if
25 she could get documents sent in, overnighted --

18 (Pages 66 to 69)

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1 I think that was sometime in March -- and sent
2 them the \$873, that they would try to get the
3 modification taken of and fixed. I think
4 that's the communications that were going on at
5 that time.

6 Q. And going back to Ms. Bennett's
7 emails -- this is part of Exhibit F -- so there
8 are -- this email is from Ms. Bennett, you
9 know, that our client has advised that you were
10 due for the February/March payments for a total
11 of 873.93. If you want the modification to go
12 through, that payment needs to be made
13 immediately. Our client's modification team
14 has confirmed that they will accept that amount
15 and then reverse the denial.

16 I'm getting a little confused as
17 to the timeline of this denial reversal because
18 it seems as though it was approved in January
19 by management. In March, there were talks
20 about, you know, getting reviews done. They
21 weren't updating -- there was a note about
22 updating to accept payment in, you know, the
23 end of March, but then this email from March 8
24 is saying they would accept payment when they
25 were denying payments during this time.

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1 There seems to be disconnect in
2 this timeline. When, you know, when was the
3 denial reversal actually approved?

4 A. I believe that the January and
5 February entries indicate that we would
6 consider approving this -- we would -- we're
7 not outright denying the reversal. We're
8 agreeing to reconsider and grant the reversal,
9 but that's subject to performance and execution
10 and getting everything squared away.

11 But the borrower is sending in
12 these check-free payments for the 470, or
13 whatever the amounts were, and they kept
14 getting rejected because they weren't what
15 really had been agreed to. We had agreed to --
16 and at this point had gotten to where the other
17 payments had been rejected and, now, in order
18 to do the modification reversal and perform the
19 modification, they needed the February and
20 March payments for a total of 873.9s.

21 And it says "Our client's
22 modification team confirmed they will accept
23 that amount then reverse the denial."

24 I think the real disconnect here
25 is the payments that she had been sending in

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1 March that were rejected because they weren't,
2 you know, this February and March payment
3 amount, they were considered partial payments.
4 And this says we'll agree to the full 873.

5 After that, I think the disconnect
6 is really the borrower had sent in money in
7 March, we had rejected it, but check-free
8 didn't return it to her or notify her of it, as
9 I understand it.

10 In fact, in talking to my counsel,
11 I think check-free and held that and other
12 money for quite a long time before they
13 actually found the records that they'd been
14 returned and, you know, made restitution to
15 remit those funds back to the borrower.

16 So, you know, you got a lot of
17 parties here, you got the servicer, you've got
18 foreclosure counsel, you've got a third-party
19 company that she's employing to make these
20 payments and, you know, it seems like at this
21 point in time we've pushed it, pushed it, all
22 right, let's get this thing done, send us the
23 873, and I think the further emails of ours,
24 well, I already sent a payment in March, so I
25 shouldn't have to send you that much.

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1 Ms. Bennett was, like, yeah, well,
2 it didn't get applied or whatever her response
3 was, so. I think the final disconnect here is
4 when we didn't get the 873, but we got the 470,
5 I think that's where they kind of say, yeah,
6 this isn't going to work.

7 Q. So if you -- Ms. Bennett's email
8 on March 6, references her making all the
9 payments and that she was notified that PHH
10 received payment, dated February 11, which
11 would have been for March, asking, you know, to
12 explain the situation and what to do.

13 A. Well, that in itself is wrong.
14 The payment in February would have been for
15 February. February --

16 Q. Notwithstanding, you know,
17 notwithstanding that minor issue, you know,
18 does Ms. Bennett's email in response, you know,
19 I read Ms. Ruckman asking why are my payments
20 being rejected, does Ms. Bennett's response
21 ever actually address that issue as to why the
22 February payment wasn't accepted?

23 A. I don't think so.

24 Q. Did, to your knowledge, did PHH,
25 you know, directly or through foreclosure

19 (Pages 70 to 73)

1 counsel or Ms. Bennett ever explain to Ms.
2 Ruckman why they were refusing to accept the
3 payments that she remitted on February 11,
4 February 22, and so on?

5 MR. WIRTHLIN: Objection. Go ahead.

6 A. I don't recall seeing any kind of
7 a detailed explanation sent to Ms. Ruckman by
8 anybody on the other side of this.

9 Q. Now, on March 8, 2021, Ms. Bennett
10 says, I've read down through all my notes, I
11 have emails from you that you sent December,
12 January payments. There's nothing mentioning
13 that the February payment was sent. That was
14 at the end of January.

15 You know, at this point in time on
16 March 8, Ms. Ruckman had, you know, the
17 servicing notes as we've walked through
18 reflected that Ms. Ruckman had tried to make
19 two payments to PHH which were rejected. Is
20 there any reason why Ms. Bennett seems to be
21 unaware of that fact?

22 MR. WIRTHLIN: Objection. Go ahead.

23 A. I wouldn't know what she was aware
24 or wasn't aware of based on just looking at
25 these emails. I guess if she had inquired

1 perhaps? I don't know.

2 Q. Is there a reason why -- can you
3 explain why PHH had been seemingly at this
4 point communicating strictly through Ms.
5 Bennett and the law firm with Ms. Ruckman?

6 A. No, I don't know. I think the
7 communication was probably initiated by the
8 borrower to foreclosure counsel. I don't know
9 for sure, but that could be the answer.

10 Q. Was there anything preventing PHH
11 from communicating with Ms. Ruckman directly
12 about the issues regarding the modification?

13 MR. WIRTHLIN: Objection. Go ahead.

14 A. Not that I'm aware of.

15 Q. Is PHH a named party in the
16 foreclosure proceedings concerning the loan in
17 Richland County?

18 MR. WIRTHLIN: Objection. If you
19 know, go ahead.

20 A. I don't remember the foreclosure
21 complaint. If I look at that motion for
22 summary judgment to determine --

23 Q. I will share that -- I'll pull up
24 Exhibit L here again.

25 A. It's captioned through the owner

1 of the trust is the plaintiff, not PHH.

2 Q. Now, going back to the -- hold on
3 one moment.

4 Going back to the servicing notes.
5 On March 8 -- there was an entry here on
6 March 8, and, again, a bunch of shorthand,
7 please be advised we have raised P flag and
8 SAF1 clerk accepting payments on and it cuts
9 off.

10 There had been an entry that we
11 have discussed on the 24th of March, saying
12 that they have updated the flags to accept
13 payments, you know, on the reversal. Was there
14 any action taken to, you know, between March 8
15 and March, you know, 24th to try to update the
16 system to accept payments on the loan?

17 MS. WILSON: Objection. Go ahead.

18 A. I'm not sure.

19 Q. When they talk about raise P flag
20 and SAF1, what does that mean?

21 A. These are flags in MSP, the
22 servicing platform. I don't know specifically
23 what they are. I'm not an MSP user, but the
24 flags are allowing for payments to be remitted,
25 but I think what -- I don't know what special

1 information is included in there, but I think
2 they were expecting 873.93, not increments of
3 that. So I think that's where this elaborates
4 on more we're expecting this much money and
5 they sent, you know, lesser amount on 3/10,
6 which was rejected.

7 And she's also sending one more on
8 3/21 which hasn't shown up in our system yet,
9 so at this point in time they need 873.93. And
10 if they get 470 --

11 Q. And the borrower attempted to --
12 remitted \$470 on or around March 10 and then
13 had attempted to remit, you know, \$470 on or
14 around, you know, March 23 to March 25,
15 depending on how that was processed. Those
16 funds would have been more than sufficient to
17 cover the 873.93 due; correct?

18 MR. WIRTHLIN: Objection. Go ahead.

19 A. 470 and 470? I can't do math in
20 my head. Probably or close to it.

21 Q. I'm sorry. Could you repeat that,
22 you cut out?

23 A. I can't add two and two in my
24 head, so let me get my calculator out.

25 Yes.

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1 Q. And at this point in time it can
2 at least be, whether or not the borrower sent a
3 lump sum of 873.93 at this point, PHH is aware
4 that they reversed the modification denial and
5 that the borrower is attempting to send
6 payments to perform on the modification;
7 correct?

8 A. Yes.

9 Q. So this is all happening, you
10 know, the final week of March, essentially?

11 A. Uh-huh.

12 Q. With the modification reversal,
13 with the borrower attempting to make payments,
14 you know, what, I guess, you know, wouldn't --
15 you know, let me rephrase.

16 Would it be typical if a borrower
17 is attempting to, you know, perform on a
18 modification and, you know, this whole process
19 going on, is it typical for a servicer to try
20 to move for summary judgment in a foreclosure
21 during an attempted performance on a
22 modification?

23 MR. WIRTHLIN: Objection. Go ahead.

24 A. What was the filing date of this
25 again, the filing date of this MSJ?

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1 Q. March 29.

2 A. March 29. I think --

3 Q. Six days after the borrower
4 attempted to remit another payment on the
5 modification.

6 A. I can't say that I know whether
7 it's usual or unusual or not. The modification
8 technically has been denied, it is not in
9 effect. The foreclosure hold was released, so
10 they're still going through the process of
11 foreclosing because there's no actual MOD in
12 place here.

13 So they're working to try to get
14 it extended and I think they got to the point
15 where, well, we've got these documents, you
16 know, that we can file, the borrower didn't
17 make the payments, so the modification can't
18 happen, and we just move forward with
19 foreclosure.

20 Q. But when you say the borrower
21 didn't make the payments, the borrower had been
22 -- I think we've established the borrower had
23 been attempting to make all the monthly
24 payments that would have been due and that PHH
25 was receiving those, but PHH was rejecting

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1 payments.

2 MR. WIRTHLIN: Objection. Go ahead.
3 Is that a question, Counsel?

4 Q. So is it -- I was going to say, is
5 it, you know, accurate to state that she wasn't
6 making payments?

7 A. The accuracy may be a little bit
8 off. I think the point is, they were expecting
9 873.93, not 470, so it's almost -- if I can
10 give an analogy. It's like if a borrower owes
11 \$1,000 a month on a mortgage payment and they
12 start sending in \$300 every week. Okay.

13 Well, if the loan is current, you
14 can go ahead and set that money aside into
15 suspense if they're not telling you, you know,
16 to direct the funds elsewhere and they'll stay
17 in suspense until such time as you have
18 sufficient amount to advance the due dates.

19 If the borrower owes three
20 payments, well, five payments and sends you one
21 payment, you're going to reject it. You don't
22 know that the next day she's going to send
23 another payment and the day after that, you're
24 going to send another payment. All you know is
25 what you get.

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1 So at that point, they were
2 expecting 873, they got the 470, it got kicked
3 back. Second payment came in, they were
4 expecting 873, they got the 470, it got
5 rejected.

6 Q. But outside of -- and let's
7 clarify, outside of any communications that may
8 have gone through Ms. Bennett, there weren't
9 any direct communications from PHH explaining
10 why or notifying Ms. Ruckman that her payments
11 had been rejected?

12 MR. WIRTHLIN: Objection. Asked and
13 answered. Go ahead.

14 A. The borrower hadn't contacted PHH
15 about it, the borrower's going through
16 foreclosure counsel.

17 MR. WIRTHLIN: Howard, how are you
18 doing? You need another break?

19 THE WITNESS: I'm good. I'm going to
20 need to eat some lunch here in the not-too-distant
21 future depending on how much more we have or if
22 we're going to be shortly, push through. I'll
23 leave that up to you guys to figure that out.

24 Q. (By Mr. Solar) Sorry. I'm
25 looking for a document that I can't seem to

21 (Pages 78 to 81)

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1 find. Okay. This will be Exhibit M.
2 (Thereupon, Exhibit M was marked for
3 identification.)

4 Q. I will not make it so wide so you
5 can read it. This is a brief filed -- Ms.
6 Ruckman filed a motion in the foreclosure
7 proceeding speaking to enforce the modification
8 (inaudibles). This is a brief from the owner
9 of the loan, the securitized trust, in response
10 to it.

11 Now, part of this motion was an
12 affidavit in response to -- in support of this
13 motion. So if you -- part of the affidavit
14 contain a consumer accounts activity statement
15 and does this appear to be -- scrolling through
16 -- an accurate, you know, representation of the
17 account activity statement for Ms. Ruckman's
18 loan?

19 A. Yes.

20 Q. So at the top or at the beginning
21 of this page, there are, you know, a number of
22 -- there is an entry for the payment that Ms.
23 Ruckman remitted that was applied on January 5,
24 and then the next payment that was accepted and
25 applied appears to be an entry on April 4 --

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1 I'm sorry, April 1, 2021 -- in the amount of
2 \$470. Does that appear to be correct from what
3 we're looking at?

4 A. Yes.

5 Q. At this point in time, from
6 January 5 to, you know, April 1, there had
7 been -- I believe we had had three -- there
8 were three payments, three or four payments
9 rejected at that point in time from PHH that
10 Ms. Ruckman had remitted.

11 What changed, you know, during
12 that time to allow for a payment in the amount
13 of \$470 to be accepted and applied on April 1?

14 A. I don't know what prompted them to
15 accept that payment and apply it to suspense.

16 I don't know.

17 Q. Because -- I presume building off
18 of that, you know, April 1 came and there was
19 another, you know, payment due for April under
20 the, you know, modification, presumably the
21 past-due payment would have been something more
22 like \$1,200 or \$1,300 rather than the 873.93;
23 correct?

24 MR. WIRTHLIN: Objection. Go ahead.

25 A. Yes.

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1 Bear with me one second. I'm
2 trying to find information regarding that
3 payment.

4 If memory serves, I remember
5 seeing a note somewhere to -- I thought I saw a
6 note somewhere to take the money out of
7 suspense, if you could roll the due date or
8 something like that. I don't see it here. It
9 looks like that 470 --

10 Q. I'm sorry, I don't know if you're
11 cutting out on everyone's end. I did not catch
12 that. I heard suspense and due date.

13 A. Yeah. I was looking to see if
14 there was some indication in the notes
15 regarding that \$470 on April 1, 2021.

16 But, no, I'm not really able to
17 find any indication as to why they accepted
18 that payment at that point in time. No, I
19 don't see any indication as to why.

20 Q. So looking at the servicing notes
21 here, between this entry on March 23, 2021,
22 that says denial reversal was approved and then
23 the, you know, the entry on 3/30/2020, you
24 know, there doesn't seem to be any -- let me
25 rephrase that.

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1 When the modification denial was
2 reversed at some point between March 8 and then
3 March 23, 2021, was there ever any explicit
4 communications to Ms. Ruckman about how long
5 she had to remit the payments necessary to
6 reverse the modification?

7 A. Only the email communications, I
8 don't think anything else was, any type of
9 correspondence was drafted, at least not from
10 the PHH side, that I'm aware of.

11 Q. And as of the -- well, let's see
12 the emails again.

13 A. Well, let me, before you proceed.

14 Q. Yes.

15 A. Let me rephrase that answer that I
16 just gave you.

17 The borrower, I believe, was
18 receiving the monthly mortgage statements which
19 would show her the due dates and the funds that
20 were received and applied and so on and so
21 forth, so she was getting some correspondence
22 in that regard, outbound correspondence from
23 PHH during this process.

24 Q. Sorry, I'm trying to click on
25 this. But looking at the opposition in

22 (Pages 82 to 85)

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1 response to the items, since the customer
2 account activity statement from, you know,
3 after the January 5 payment through the April 1
4 payment that was accepted, nothing in the
5 mortgage statements wouldn't have reflected,
6 you know, the payments she needed to reinstate
7 the, you know, effectively the modification
8 because those would have still reflected the
9 original loan terms and default date; correct?

10 A. Right. There would have been
11 thousands and thousands noted on the monthly
12 statements at this point because the loan was
13 still in arrears and in foreclosure.

14 (Thereupon, Exhibit N was marked for
15 identification.)

16 Q. So this will be Exhibit N. Let me
17 share my screen here. Could you state for the
18 record what this appears to be?

19 A. It's an PHH policy and procedure
20 regarding RESPA. It's the February '20 or the
21 2021, I think is dated.

22 (Thereupon, Exhibit O was marked for
23 identification.)

24 Q. Now, on -- I will come back and I
25 apologize. That was not the one I was looking

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1 for, I apologize. That can be Exhibit N and I
2 will also introduce Exhibit O, which I'm
3 pulling up now and drop -- and I previously
4 dropped it into chat, the sixth version of the
5 policies and procedures. Could you identify
6 for the record what this document is? I
7 apologize?

8 A. This is the Ocwen RESPA policy
9 from 2019.

10 Q. So this would have been in place
11 during the -- if Exhibit N was in place from
12 February, 2021, onward, this would have been
13 the one that was in place during the initial
14 approval of the loan modification and the
15 subsequent denial; correct?

16 A. Yes, that's why we have the two
17 versions, yes.

18 Q. Okay. So looking here at the
19 paragraph at the top of the page here, it says
20 if Ocwen receives a complete loss mitigation
21 (inaudibles) 90 days more before a foreclosure
22 sale or during periods set forth -- actually
23 (inaudibles) 41F, Ocwen permits a borrower to
24 appeal Ocwen's determination to deny borrower's
25 loss mitigation application for any trial or

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1 permanent loan modification program available
2 to the borrower.

3 Now, earlier in this deposition,
4 you testified that there was a distinction
5 between, you know, whether Ocwen/PHH determines
6 whether to advise the borrower of having the
7 appeal, the denial appeal verbiage, and that it
8 was focused more so on the eligibility aspects
9 rather than the, you know, any sort of
10 execution or exception issue.

11 Is that distinction noted in this
12 policy and procedure of Ocwen?

13 MR. WIRTHLIN: Objection. Go ahead.

14 A. Well, it's not referenced in this
15 document. I don't know if there's some other
16 document that would speak to that or not.

17 Q. If there's not -- but suffice to
18 say, that this was the extent of the policy and
19 procedures on that topic, that it wouldn't be
20 addressed; is that correct?

21 MR. WIRTHLIN: Objection. Go ahead.

22 A. Well -- it speaks -- to me, what
23 it says permits a borrower to appeal Ocwen's
24 determination to deny a borrower's loss mit
25 application. We did approve her or PHH did

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1 approve her for this. It's not whether she
2 couldn't qualify and she could appeal and say,
3 hey, you guys didn't calculate my income
4 correctly or my expenses correctly, or I have a
5 problem with the valuation, or whatever.

6 That's the type of appeal they'd
7 bring up when they've been denied a MOD. So I
8 don't think any of this appeal thing here
9 speaks anything to when a borrower has been
10 approved and the performance issues are
11 prohibiting the modification from being
12 completed.

13 This way, the borrower can come
14 back to us, if we say you don't make enough
15 money and you can have a conversation. Well,
16 how did you calculate my income, did you take
17 into this consideration? Oh, gee, we didn't do
18 that or we couldn't because we didn't have the
19 profit and loss statement that we asked you
20 seven times about or whatever the issues are on
21 a given application.

22 And that gives them 30 days to
23 continue to work towards resolving the reasons
24 they were denied eligibility. This is not that
25 scenario, so this, to my mind -- I'm not an

23 (Pages 86 to 89)

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1 attorney so I can't speak from the legal aspect
2 of it -- but for me, none of that has anything
3 to do with the denial in the case that we're
4 discussing here.

5 Q. But, again, there's no written
6 reference to, you know, the denial being
7 pertaining to eligibility rather than
8 execution?

9 MR. WIRTHLIN: Objection. Go ahead.

10 A. I just think it's right there, the
11 determination to deny a borrower's loss
12 mitigation application for any MOD program
13 available. That's not the case here. She was
14 approved for the modification program, subject
15 -- any approval is subject to performance and,
16 you know, all the other caveats that go with
17 it.

18 So, again, I think this is pretty
19 straight forwards in regards to that, in regard
20 to aspect of whether it's appealable or not.

21 Q. How long -- looking again at the
22 records, roughly, how long did it take before
23 -- from Ms. Ruckman trying to start this denial
24 reversal process and have those loan
25 modifications now reversed, how long did it

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1 take from that point in time until the loan
2 modification was finally implemented and
3 on-boarded into the PHH systems and Ms.
4 Ruckman's -- determined Ms. Ruckman's loans
5 were, in fact, modified permanently, how long
6 does that take?

7 MR. WIRTHLIN: Objection. Go ahead.

8 A. I don't think the loan actually
9 was modified after this denial. I think they
10 kept working. It got modified, I think, in
11 August of 2021, after the foreclosure had begun
12 to proceed with the filing of the motion for
13 summary judgment.

14 Q. And did PHH make any -- did PHH
15 take any actions to try to prevent the motion
16 for summary judgment from being filed?

17 MR. WIRTHLIN: Objection to the
18 extent and further objection to the extent it may
19 call for attorney-client privilege.

20 A. I don't know.

21 Q. So just, you know, just to confirm
22 on the -- in regards to the process of over
23 turning the loan modification denial -- and I'm
24 correct in what you said about how the appeal
25 notification process works and about how, you

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1 know, the distinction between eligibility and
2 performance, is it safe to assume then that PHH
3 did not consider this whole reversal attempt
4 process as part of an appeal process to the
5 loan?

6 MR. WIRTHLIN: Objection. Go ahead.

7 A. I don't know if I could say how it
8 was considered. The front line workers don't
9 usually put that type of thought process behind
10 their daily tasks. In the, you know,
11 50,000-foot view, I would say once it's denied,
12 until you actually do the MOD, that denial
13 stands.

14 In this case, it's not really an
15 appeal, it's just a request and an effort to
16 continue to work towards that goal which was
17 eventually completed, but at this point in time
18 the denial was still standing and the
19 agreements to consider a reversal is all
20 subject to getting it all ironed out with the
21 borrowers and performance. I guess at the end
22 of March they decided, no, we're done, gotta
23 move forward.

24 Q. And if it was -- you know, you
25 can't really definitively, you know, do it, but

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1 if this was considered by PHH to be part of a,
2 you know, an appeal process for the denial,
3 that would have been reflected in the servicing
4 notes as an appeal rather than a denial
5 reversal; correct?

6 MR. WIRTHLIN: Objection. Go ahead.

7 A. My experience has been, yes, if a
8 borrower is identified from a qualification
9 standpoint, the denial letter is the trigger
10 that starts the 30-day appeal process. It may
11 vary from state to state. I'm just going to
12 say 30 days in general. There are some states
13 that actually have longer periods before you
14 can move forward with a foreclosure sale.

15 And that gives the borrower an
16 opportunity to ask, well, why -- how did you
17 calculate, you know, whatever the conversations
18 are, whatever the reasons are. So that 30-day
19 appeal goes into play when a borrower's
20 qualifications for, you know, being approved
21 are the reason for the denial and that would be
22 reflected in the comments, yes.

23 Q. Bear with me a moment. I'm almost
24 through here.

25 But looking just back to the

24 (Pages 90 to 93)

1 servicing notes one more time, I want to tie up
2 a couple of loose ends here. Let me share my
3 screen again.

4 So if you look here on May 4,
5 2021, there's another entry where my cursor is
6 that basically says that another payment
7 received on April 30, 2021, in the amount of
8 470 was rejected.

9 So this was -- so between the
10 customer account activity statement and these
11 notes, numerous payments were rejected in
12 February and March. One payment was accepted
13 in April, on April 1, and applied on April 1,
14 and then a payment after that on April 30, was
15 rejected.

16 Why did, you know, what reason did
17 PHH have to go back and forth on whether they
18 were going to accept or reject payments during
19 this time? There doesn't seem to be a, you
20 know, triggering action that would cause them
21 to change how they're processing or handling
22 her attempted payments.

23 A. I don't know.

24 Q. Just below that, you know, a
25 series that actually, one page signed loan

1 modification agreement from the borrower, the
2 document (inaudibles).

3 I will start over. I'll simplify
4 -- I'll strike that and rephrase. On May 3,
5 2021, there are some, you know, requests to
6 advise when documents are received, confirming
7 about payments being returned because of
8 modification. What's going on here? Can you
9 explain what these entries are about?

10 A. No, I can't. I don't know the
11 source of those. I don't know if this was from
12 the law firm, if it was from the borrower, if
13 it was from borrower's counsel. I don't know
14 what the source of those questions are.

15 Q. Then on here, on May 4, MOD
16 inquiry review is completed, there's a note
17 that has a whole bunch of that. It says that
18 the agreement was received on 1/19/2021, and
19 then says, also we don't see, and then it cuts
20 off.

21 Do you have any idea what's going
22 on with this or what prompted this, you know,
23 subsequent kind of review of what was going on
24 when the modification was accepted?

25 A. It looks like they're doing some

1 sort of a review based on an inquiry that was
2 received. It might be the -- something that
3 came in, you know, the end of April that's been
4 redacted, I don't know, or it might just be in
5 response to that first 5/3/21 entry where
6 they're asking, you know, this and that. It
7 seems like it's in response to that, so it
8 looks like it's some sort of internal
9 communication.

10 Q. And then the thing here on May 7,
11 2021, there are essentially -- it appears to be
12 recapping all of the attempted payments and the
13 rejection of those payments over the course of
14 a couple of separate entries here, user ID 2K3.

15 Do you have any idea what prompted
16 this to happen in the servicing notes? Was
17 there some kind of an audit or review issue?
18 What exactly was going on here?

19 A. I don't know for sure, but it
20 looks like on 5/5, it says MOD inquiry,
21 internal workflow review. It may have
22 something to do with that, in response to that.

23 Q. What is MIR CAC stand for?

24 A. MIR is MOD inquiry review. CAC,
25 completed and closed.

1 Q. Okay. And then there's another
2 one on an entry for May 4, 2021, MIR GQC, what
3 would that stand for?

4 A. Scroll across to the comment it
5 means exactly that. MOD inquiry received,
6 general query, that's what --

7 Q. General query --

8 A. Review, completed.

9 Q. So general query completed?

10 A. Right. So those codes that you're
11 referencing on the left of that, are acronyms
12 that often, but not always are spelled out in
13 the comments.

14 Q. Okay. So going back to this entry
15 near the top here, kind of following that
16 logic, where it says LMM GRA, and then
17 management approved, denial reversal, that
18 would likely stand for loss mitigation manager
19 approval?

20 A. Or loan MOD, maybe.

21 Q. Loan modification management --

22 A. Yeah --

23 (Inaudibles due to talking over one
24 another.)

25 Q. Go ahead, Howard. Sorry about

1 that.

2 A. No, I was done.

3 Q. Okay. One more thing, going back
4 to the customer account activity statement. Is
5 it typical that there were, as we have
6 discussed, you know, numerous payments received
7 or rejected and returned through the check-free
8 pay system. Is it typical that those payments
9 would be rejected in manner and not be
10 evidenced on the account activity statement?

11 A. If a borrower were to send in,
12 let's say, a personal check, it would have been
13 reflected in the notes. I don't know if it
14 would be reflected in the payment history. If
15 a borrower sent in a check and it was cashed
16 and it bounced, it would be, or if there was a
17 reversal of a payment that was applied, but I
18 don't know that they would note in the pay
19 history a payment that was rejected.

20 I mean, this is more or less a
21 series of debits and credits, so if it doesn't
22 hit the account, it wouldn't necessarily show
23 up in this transactional breakdown.

24 Q. So suffice to say then, the same
25 logic would apply with the borrower's mortgage

1 statements then. That if she was getting her
2 mortgage statements, she's submitted, you know,
3 two payments in February that were rejected,
4 the, you know, account history on the mortgage
5 statement would have never shown those
6 payments, like, going out and being returned,
7 it would just be blank as to that issue?

8 A. Correct. So the mortgage
9 statements are going to be a reflection of what
10 the system of record is showing regarding
11 balances and due dates. But the mortgage
12 monthly statements would show if there were
13 funds in suspense. That is one of the
14 elements, you know, to show the last
15 transaction, you know, where those funds came
16 in.

17 Q. And just to clarify, system of
18 records, you mean the transaction record, not
19 the servicing notes record that we've been
20 walking through?

21 A. What I mean -- the system of
22 record, I mean, the serving platform, MSP,
23 where you extract comments or payment history
24 or whatever data you're looking for. That is
25 where it's housed, so the information there is

1 picked up and input into the data fields of the
2 mortgage statement. So whatever the system
3 shows, that's what it's going to put out.

4 Q. Just a couple more questions. So
5 when there seems to be confusion going back and
6 forth with the communications between Ms.
7 Ruckman and Ms. Bennett about payments being,
8 you know, whether they were received or whether
9 they were, you know, credited or applied,
10 however, you know, however that may be.

11 Would Ms. Bennett have known --
12 would she have had any way of knowing that the
13 payments were being rejected? Would she have
14 access to those records or would she just see
15 the blank, you know, have access to the blank
16 transaction history that wouldn't reflect those
17 payments coming in, but being rejected?

18 MR. WIRTHLIN: Objection. Go ahead.

19 A. I don't know what she would be
20 able to see other than due date activity, you
21 know, general principal balance and due date as
22 of a given date and things like that. I don't
23 see any reason why the borrower couldn't have
24 contacted PHH directly to talk to her assigned
25 personal contact.

1 Often if a borrower is calling in
2 about a foreclosure, if there's not an active
3 loss mitigation thing going on and they don't
4 want to have that conversation, then they're
5 going to be referred to foreclosure counsel to
6 have communication with them.

7 But if the borrower is already
8 working with the servicer regarding loss
9 mitigation, even through a denial, the borrower
10 could certainly call up the servicer and say,
11 hey, let's talk about this, what's going on,
12 why are you rejecting my payments, this and
13 that. You rejected my payments and I'm not
14 getting any notice from the guy I sent my
15 payments through -- Kroger, I think they were
16 called.

17 I think she said she got the first
18 notice in February for the first payment that
19 was rejected, but I don't know that she -- I
20 don't think she said she ever got the other
21 notices until much, much later, long after this
22 was all, you know, ancient history.

23 But one would hope that if you
24 send a check through a bill pay service and it
25 gets rejected, that the bill pay service --

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1 much like Western Union -- would notify you,
2 well, this transaction didn't go through, what
3 do you want us to do with this money we're
4 holding, you know.

5 That's really the responsibility
6 of the party that the borrower contracts with.
7 I think that leads to a large part of the
8 disconnect is apparently she had been in
9 communication with Kroger, she had her
10 receipts, she was submitting them to us and
11 we're like, that's great, but, no, you know,
12 those payments weren't applied.

13 Why she wasn't getting the
14 information from Kroger that these payments,
15 other payments later in February and March and
16 whatever were returned, that isn't anything we
17 have any control over or can speak to.

18 Q. Do you know if at any point in
19 time Ms. Ruckman was advised that Clunk,
20 despite not being, you know, a party to the
21 foreclosure, was being represented, or that PHH
22 was being represented by them?

23 MR. WIRTHLIN: Objection go ahead.

24 A. I'm not sure I understand that
25 question. Dumb it down for me.

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1 question. I don't know if PHH appeared at that
2 or if it were just appearances through
3 foreclosure counsel's office alone or what
4 exactly was discussed there.

5 I mean, you see the same records I
6 see. I don't know anything about, you know,
7 what was said or wasn't said other than what's
8 been represented by various parties.
9 Obviously, the intent going into this end of
10 January, was that we were still trying to work
11 with the borrower and get this all squared
12 away. We had at that point in time, I believe
13 agreed to reconsider the reversal, but I can't
14 speak as to what exactly was represented or,
15 you know, outside of what you're showing me
16 here.

17 THE WITNESS: Could we take a
18 five-minute break?

19 MR. SOLAR: I have one or two more
20 questions, if you don't mind and then I can rest
21 and we can switch horses or we can take a break.
22 That's fine.

23 THE WITNESS: I need a five-minute
24 break.

25 (Thereupon, a break was taken.)

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1 Q. Did PHH ever direct Ms. Ruckman to
2 communicate to them through the Clunk Hoose law
3 firm?

4 A. I'm not aware if they did or not.

5 I don't see any notes where she
6 contacted us and we said don't talk to us, you
7 gotta talk to the attorney, if that's what
8 you're asking.

9 Q. Okay. And going back to the email
10 concerning the -- I'll pull it up here.

11 The January 29, 2021, discussion
12 with Magistrate Clark in the foreclosure, did
13 PHH participate in that hearing or
14 conversation, whatever it was exactly?

15 MR. WIRTHLIN: Objection. Go ahead.

16 A. I don't know.

17 Q. Is there anything in Magistrate
18 Clark's, you know, interpretation of what
19 occurred that was that she indicates that a
20 permanent modification to reach in the case was
21 likely to be dismissed in two weeks, is there
22 anything in PHH's records that would contest
23 that interpretation of events?

24 MR. WIRTHLIN: Objection. Go ahead.

25 A. I don't know how to answer that

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1 Q. (By Mr. Solar) So going back one
2 last time and I will pull this up, the
3 affidavit of Ms. Bennett, Exhibit F. This is
4 an email sent to Ms. Ruckman on March 23,
5 titled Breakdown of Payment. It talks about a
6 breakdown of payments that were received, and
7 it references trial plan payments, and then the
8 permanent MOD payments, December 3, January 5,
9 you know, permanent MOD payments, and that the
10 loan is due for February and March payments.

11 You know, when it says payments
12 received, would it be fair to say that this
13 email is actually referencing payments that
14 were accepted and applied to the loan as
15 opposed to received?

16 MR. WIRTHLIN: Objection. Go ahead.

17 A. I would say that that's an
18 accurate statement. She's saying she's not
19 referencing anything beyond that.

20 Q. Right. Because it's not reflected
21 in the payments that PHH has admitted were
22 received, but that were then rejected and
23 returned; correct?

24 A. Correct.

25 An interesting statement she makes

27 (Pages 102 to 105)

1 at the bottom there, they haven't seen the one
2 from March 23 yet and it will likely be
3 rejected because it's not the full amount.
4 They need the 873.93 in lump sum.

5 Q. I believe that's maybe from us as
6 to questions.

7 Oh, one clarifying question and I
8 don't remember if we addressed this and I
9 apologize if I'm repeating myself. On the
10 permanent modification approval, there was the
11 option that she was not qualified because, you
12 know, the loan was more than 90 days late and
13 she was approved for the streamline
14 modification.

15 Can you confirm that the investor
16 for the loan didn't have any other options that
17 were available for her to be reviewed for?

18 A. Yeah.

19 Q. Outside of --

20 A. As far as retention?

21 Q. Yes.

22 A. Not the liquidation, you know,
23 short sale, cash for keys, kind of a thing,
24 yeah. No, those were the only options through
25 the investor at that time.

1 Now, that's not speaking to any
2 outside abilities of other assistance programs
3 that may be available through -- I'm not
4 familiar with Ohio -- but there was at some
5 point in time there were hardest-hit funds
6 available. California had their, you know, all
7 the different states that were involved had
8 those programs.

9 Now, you know, they probably had
10 expired, you know, or ran out of funds long
11 before this time period, but if there were
12 other options available to her outside of what
13 the investor or servicer could help, or, you
14 know, bankruptcy relief could help, I'm not
15 aware.

16 Q. Right. But there weren't any
17 other modification programs available that the
18 investor would have approved or like there
19 wasn't any --

20 A. No.

21 Q. -- we could have extended the term
22 and made it a different modification? This is
23 the only option she would have been able to be
24 reviewed for?

25 A. Yeah, those are the only options

1 available. I think the HAMP program had
2 retired like years earlier, like end of 2016,
3 except for some FHA loans where that's still an
4 ongoing process beyond that expiration, I think
5 that's the only other type of programs that
6 were available to anybody.

7 MR. SOLAR: Nothing further at this
8 time. Thank you for your time.

9 MR. WIRTHLIN: We will ask for
10 signature, please, if this is transcribed.

11 MR. SOLAR: Not at this time.

12 (Thereupon, the deposition adjourned
13 at 1:15 p.m.)

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1 I, HOWARD HANDVILLE, do hereby
2 certify that I have read the foregoing transcript
3 of my deposition given on January 28, 2022; that
4 together with the corrections listed below noting
5 changes, if any, it is true and correct.

6 HOWARD HANDVILLE

7 I certify that this deposition was
8 signed in my presence by HOWARD HANDVILLE on
9 the _____ day of _____,
10 2022.

11 IN WITNESS WHEREOF, I hereunto set
12 my hand and affix my seal of office at
13 _____, on this _____
14 day of _____, 2022.

15 NOTARY PUBLIC

16 My Commission Expires _____.
17 Page Line Correction and reason therefor
18
19
20
21
22
23
24
25

1 STATE OF OHIO)
2) SS: C E R T I F I C A T E
3 COUNTY OF MERCER)
4 I, Susan E. Ingraham, Registered
5 Professional Reporter, and Notary Public in and
6 for the State of Ohio, duly commissioned and
7 qualified, do hereby certify that the within named
8 HOWARD HANDVILLE was by me first duly sworn to
9 testify to the truth in the cause aforesaid; that
10 the testimony then given by him was by me reduced
11 to stenographic notes in the presence of said
12 witness; that I did later transcribe the said
13 stenographic notes; that the foregoing is a true
14 and correct transcription of his testimony as
15 given on January 28, 2022;

16 I further certify that this deposition
17 was taken at the time and place in the foregoing
18 caption specified and that I am not a relative,
19 counsel or attorney of either party or otherwise
20 interested in the outcome of this action.

21 IN WITNESS WHEREOF, I have hereunto set
22 my hand and affix my seal of office this 22nd day
23 of February, 2022.

24 Susan E. Ingraham, RPR
25 and Notary Public in and
for the State of Ohio.

My Commission Expires September 1, 2025.

1 I, HOWARD HANDVILLE, do hereby
 2 certify that I have read the foregoing transcript
 3 of my deposition given on January 28, 2022; that
 4 together with the corrections listed below noting
 5 changes, if any, it is true and correct.

6 *Howard R. Handville*
 7 HOWARD HANDVILLE

8 I certify that this deposition was
 9 signed in my presence by HOWARD HANDVILLE on
 10 the 24th day of FEBRUARY,
 11 2022.

12 IN WITNESS WHEREOF, I hereunto set
 13 my hand and affix my seal of office at
 14 MARGATE, FLORIDA, on this 24th
 15 day of FEBRUARY, 2022.



JELANI WILLIAMS
 Commission # HH 147487
 Expires June 30, 2025
 Bonded Thru Budget Notary Services

16 *Jelani L. Williams*
 17 NOTARY PUBLIC

18 My Commission Expires 6/30/2025.
 19 Page Line Correction and reason therefor
 20
 21
 22
 23
 24
 25



1 -----
 ERRATA
 2 -----

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4	PAGE	LINE	CHANGE FROM	CHANGE TO	REASON
5	<u>6</u>	<u>24</u>	<u>Private Mortgage Company</u>	<u>Private mortgage insurance company</u>	<u>Missing "insurance"</u> ^{The word}
6	<u>6</u>	<u>25</u>	<u>CMA</u>	<u>CMAA</u>	<u>Missing letter "C"</u>
7	<u>23</u>	<u>18</u>	<u>12/5</u>	<u>1/5</u>	<u>Mis-stated Date</u>
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1 ACKNOWLEDGMENT OF DEPONENT

2

3 I Theresa R. Miller, do
4 hereby certify that I have read the
5 foregoing pages, 1 - PGS, and that the
6 same is a correct transcription of the
7 answers given by me to the questions
8 therein propounded, except for the
9 corrections or changes in form or
10 substance, if any, noted in the attached
11 Errata Sheet.

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A			
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